STATE OF CALIFORNIA
Department of General Services - Office of Procurement

PURCHASE ORDER

Form GSOP 1-PIN (04/98)

	Purchase Order No.	Rev.	Date
	62141		6/30/2008

Supplier No.	Solicitation No.	Delivery Date	FOB Point	Invoice Terms
610044	57049	As Specified	Destination	N45

HEWLETT PACKARD COMPANY
P.O. BOX 4026
ENGLEWOOD, CO 80155

Ship To: DEPT OF MOTOR VEHICLES
2415 FIRST AVENUE
SACRAMENTO, CA 95818

Charge To: MOTOR VEHICLES   G-15
ACCOUTS PAYABLE
PO BOX 932382
SACRAMENTO CA 94232-3820

Agency Billing	Agency Purchase Estimate	Purchase Estimate	Revision
51805	E-0070	67250	0

Agency Contact	Phone	Date Received
MARISA DUARTE LOTT	916-657-5724	

Phone: 800-829-4444

Item No.	Quantity	Unit	Commodity Code	Description	Unit Price	Extension

TERMS AND CONDITIONS:

THE ATTACHED STATEMENT OF WORK CONSISTING OF THREE (3) PAGES IS PART OF
THIS AGREEMENT.

THE FOLLOWING DOCUMENTS ARE INCORPORATED INTO THIS AGREEMENT AND
MAY BE VIEWED AT THE WEBSITE LISTED.

1. IT General Provisions, GSPD-401IT Revised and Effective 4/12/2007
   http://www.documents.dgs.ca.gov/pd/modellang/GPIT0407.pdf

2. IT Purchase Special Provisions (Effective 02/08/07)
   http://www.documents.dgs.ca.gov/pd/modellang/Purchsespecial020807.pdf

3. IT Software License Special Provisions (Effective 01/21/2003)
   http://www.documents.dgs.ca.gov/pd/modellang/softwarespecial012103.pdf

Item No.	Quantity	Unit	Commodity Code	Description	Unit Price	Extension
1	1	EA	7090-000-0009-8	SOFTWARE LICENSE & MAINTENANCE (AS DESCRIBED) EXTREAM SOFTWARE LICENSES AND MAINTENANCE	730,270.0000	730,270.00

Total Value: 730,270.00

This purchase order is being awarded on September 5, 2008 pursuant to
Government Code Section 13332.17. Any encumbrances made pursuant to this
purchase order shall be construed to have been made on the last day of the
preceding fiscal year.

FOB DESTINATION:

For the purposes of this Award, only FOB Destination will be accepted.

CHANGE ORDERS:

This Purchase Order may be amended, modified, or terminated at any
time by mutual agreement of the parties in writing, change orders

Sales and/or use tax to be extra unless noted above

Buyer	Phone	BOC Number
DIANA MERCADO	916-375-4430	

STATE OF CALIFORNIA

Department of General Services - Office of Procurement

PURCHASE ORDER CONTINUATION

Form GSOP 2-PIN (04/98)

Purchase Order No.	*Revision*	*Date*	*Supplier No.*	*Supplier Name*
62141		6/30/2008	610044	HEWLETT PACKARD COMPANY

Item No.	Quantity	Unit	Commodity Code	Description	Unit Price	Extension

amending, modifying or terminating the Purchase Order, including
any modifications of the compensation payable, may be issued only
by the State Procurement Officer. All such change orders shall be
in writing and issued only upon written concurrence of the supplier.
Termination, as that term is used in this section, does not include
termination for default of the supplier.

This Purchase Order has been registered into the State Contracts
and Procurement Registration System (https://www.scprs.dgs.ca.gov).
The Registration Number is: 27400908331887

DEPARTMENT of MOTOR VEHICLES
ENTERPRISE APPLICATIONS BRANCH

STATEMENT OF WORK

Exstream Dialogue Software Support

This Statement of Work ("Agreement") reflects the services to be provided by "Exstream Software by HP", hereinafter referred to as the "Contractor," for the Department of Motor Vehicles, hereinafter referred to as the "State".

SCOPE

The Contractor will provide Exstream Dialogue and twelve (12) months Support. Support will include the following services:

Phone Support.

> Supplier will provide phone support for error report and resolution. Calls will be placed by CA DMV designated representative(s). Phone support will be available between the hours of 8:00 a.m. to 8:00 p.m. Eastern Time, Monday through Friday; provided, however, that for Severity 0 Errors (as defined below), phone Support will be available 24 hours a day, Monday through Sunday, including holidays via pager only.

Error Resolution.

> Severity Levels and Error Resolution Process: If CA DMV believes that there is an error in the Software, CA DMV will notify Supplier and provide a test case (e.g., troubleshooting diagnostics) via Resolve to enable Supplier to identify errors. Supplier will promptly investigate the error and advise CA DMV of its plans to correct the error upon receipt of test case. Severity levels, Response Time, and Resolution of errors are defined in table as follows:

Severity	Response Time	Target Resolution
Severity 0 is a criticalproduction problem. CA DMV cannot use the Software for production processing. (e.g., processing completely stopped, accurate bills unable to be produced)	1 Hour - Supplier will respond immediately (ASAP), the intent is to return CA DMV's call within 15 minutes and no later then 60 minutes from CA DMV's initial notification	Supplier will work to provide a resolution ASAP, with the intent to get to resolution in 2 to 24 hours.
Severity 1 is a major problem. CA DMV can use the Software, but an important function is not available or the customer's operations may be impacted. (e.g., functional issue identified in test, non-customer impacting issue in production hindering efficient operations)	1 Hour – within Supplier's support window	Supplier will work to provide a resolution from the Supplier support team within 48 hours. If a software code fix is required to resolve the issue, the fix will be staged in the earliest patch release possible. Pre-release of the fix available at CA DMV's request. Intent to get to resolution in 8 days.
Severity 2 is a minor problem. CA DMV can use the Software with some functional restrictions, but it does not have a severe or critical impact on the customer's operations.	24 Hours	Supplier will work to provide resolution in an upcoming maintenance release based on priority of the issue.

If any Priority 0 Error cannot be corrected to CA DMV's reasonable satisfaction through phone communication within two hours of CA DMV's initial telephone call or page, Supplier will perform diagnostics to include phone contact, e-mail correspondence within the next two hours provided that Supplier has received a test case. Once Supplier has a test case, Supplier will work continuously until a resolution is found (which may be new code) or a mutually agreed upon downgrade workaround or alternative approach is provided. If the error is determined to be outside of Supplier's Software then Supplier will notify CA DMV of the error status and provide an explanation of the reasons for no longer pursuing the error. CA DMV will cooperate with Supplier as reasonably requested; provided that, in no event will CA DMV's cooperation or failure to cooperate constitute a basis for Supplier's delay or failure to perform hereunder.

In the case of a primary failure of the Dialogue server, Supplier will deliver a Disaster

Recovery Software license within one-hour of contacting Supplier's support personnel.

Upgrades and Releases.

Supplier will provide CA DMV with all Software Enhancements, including, updates, version releases, product releases, maintenance releases, and patches according to its release schedule to its customer base for the term of the Support and Maintenance program.

PERIOD OF PERFORMANCE

The term of this Agreement will be for a period of twelve (12) months effective upon the Agreement start date or upon the date the Purchase Order is signed, whichever is later.

BILLING INFORMATION

The Contractor shall submit invoices (including the purchase order number) to the following address:

> Department of Motor Vehicles
> P.O. Box 932382
> Sacramento, CA, 95818
> Attn: Accounts Payable M/S F

POINTS OF CONTACT

Contractor Primary Contact:

> Hewlett-Packard Company
> 810 Bull Lea Run
> Lexington KY 40511
> Ph: (858) 792-7858
> Fax: (800) 386-1118
> Email:Stephen.matthews@hp.com

State's Primary Contact:

> Donald Lai, DPM II
> 2415 First Avenue, M/S B-136
> Sacramento, CA 95818
> Ph: (916) 657-4462
> Fax: (916) 657-6565
> Email: DLAI@DMV.CA.GOV

Please forward renewal notices to the attention of the State's Primary Contact.

Equipment List - State of California, Solicitation No. 57049

Line No.	Quantity	Unit	Commodity Code Number	Part Number	Description	Unit Price	Extension
1	21	1	N/A	EXD06000-00006W-D	OGL import for Designer	$ 1,615.00	$ 33,915.00
2	21	1	N/A	EXD06000-00006W-D-MNT	OGL import for Designer - Maintenance	$ 323.00	$ 6,783.00
3	21	1	N/A	EXD06000-00001W-D	Designer	$ 4,038.00	$ 84,788.00
4	21	1	N/A	EXD06000-00001W-D-MNT	Designer - Maintenance	$ 808.00	$ 16,958.00
5	21	1	N/A	EXA02000-00001W	AFP Viewer for Windows	$ 202.00	$ 4,240.00
6	21	1	N/A	EXA02000-00001W-MNT	AFP Viewer for Windows – Maintenance	$ 40.00	$ 848.00
7	21	1	N/A	EXD06000-00002W-D	Dialogue compare	$ 1,615.00	$ 33,915.00
8	21	1	N/A	EXD06000-00002W-D-MNT	Dialogue compare – Maintenance	$ 323.00	$ 6,783.00
9	1	1	N/A	EXD06000-00010M-D	1:1 document creator for MVS or z/OS Development	$ 14,264.00	$ 14,264.00
10	1	1	N/A	EXD06000-00010M-D-MNT	1:1 document creator for MVS or z/OS Development - Maintenance	$ 2,853.00	$ 2,853.00
11	1	1	N/A	EXD06000-00010M-P	1:1 document creator for MVS or z/OS Production	$ 43,225.00	$ 43,225.00
12	1	1	N/A	EXD06000-00010M-P-MNT	1:1 document creator for MVS or z/OS Production - Maintenance	$ 8,720.00	$ 8,720.00
13	1	1	N/A	EXD06000-00011M-D	Advanced tables for MVS or z/OS Development	$ 14,264.00	$ 14,264.00
14	1	1	N/A	EXD06000-00011M-D-MNT	Advanced tables for MVS or z/OS Development - Maintenance	$ 2,853.00	$ 2,853.00
15	1	1	N/A	EXD06000-00011M-P	Advanced tables for MVS or z/OS Production	$ 43,225.00	$ 43,225.00
16	1	1	N/A	EXD06000-00011M-P-MNT	Advanced tables for MVS or z/OS Production - Maintenance	$ 8,720.00	$ 8,720.00
17	1	1	N/A	EXD06000-00016M-D	Advanced design workflow for MVS or z/OS Development	$ 14,264.00	$ 14,264.00
18	1	1	N/A	EXD06000-00016M-D-MNT	Advanced design workflow for MVS or z/OS Development - Maintenance	$ 2,853.00	$ 2,853.00
19	1	1	N/A	EXD06000-00016M-P	Advanced design workflow for MVS or z/OS Production	$ 43,225.00	$ 43,225.00
20	1	1	N/A	EXD06000-00016M-P-MNT	Advanced design workflow for MVS or z/OS Production - Maintenance	$ 8,720.00	$ 8,720.00
21	1	1	N/A	EXD06000-00026M-D	Dynamic content import for MVS or z/OS Development	$ 14,264.00	$ 14,264.00
22	1	1	N/A	EXD06000-00026M-D-MNT	Dynamic content import for MVS or z/OS Development - Maintenance	$ 2,853.00	$ 2,853.00
23	1	1	N/A	EXD06000-00026M-P	Dynamic content import for MVS or z/OS Production	$ 43,225.00	$ 43,225.00
24	1	1	N/A	EXD06000-00026M-P-MNT	Dynamic content import for MVS or z/OS Production - Maintenance	$ 8,720.00	$ 8,720.00
25	1	1	N/A	EXD06000-00036M-D	High volume delivery for MVS or z/OS Development	$ 14,264.00	$ 14,264.00
26	1	1	N/A	EXD06000-00036M-D-MNT	High volume delivery for MVS or z/OS Development - Maintenance	$ 2,853.00	$ 2,853.00

Equipment List - State of California, Solicitation No. 57049

Line No.	Quantity	Unit	Commodity Code Number	Part Number	Description	Unit Price	Extension
27	1	1 N/A		EXD06000-00036M-P	High volume delivery for MVS or Z/OS Production	$ 43,225.00	$ 43,225.00
28	1	1 N/A		EXD06000-00036M-P-MNT	High volume delivery for MVS or z/OS Production - Maintenance	$ 8,720.00	$ 8,720.00
29	1	1 N/A.		EXD06000-00037M-D	Output sorting and bundling for MVS or z/OS Development	$ 14,264.00	$ 14,264.00
30	1	1 N/A		EXD06000-00037M-D-MNT	Output sorting and bundling for MVS or z/OS Development - Maintenance	$ 2,853.00	$ 2,853.00
31	1	1 N/A		EXD06000-00037M-P	Output sorting and bundling for MVS or z/OS Production	$ 43,225.00	$ 43,225.00
32	1	1 N/A		EXD06000-00037M-P-MNT	Output sorting and bundling for MVS or z/OS Production - Maintenance	$ 8,720.00	$ 8,720.00
33	1	1 N/A		EXD06000-00040M-D	Dialogue rule analyzer for MVS or z/OS Development	$ 14,264.00	$ 14,264.00
34	1	1 N/A		EXD06000-00040M-D-MNT	Dialogue rule analyzer for MVS or z/OS Development - Maintenance	$ 2,852.00	$ 2,853.00
35	1	1 N/A		EXD06000-00040M-P	Dialogue rule analyzer for MVS or Z/OS Production	$ 43,225.00	$ 43,225.00
36	1	1 N/A		EXD06000-00040M-P-MNT	Dialogue rule analyzer for MVS or z/OS Production - Maintenance	$ 8,720.00	$ 8,720.00
37	1	1 N/A		EXD06000-00041M-D	AFP for MVS or z/OS Development	$ 6,113.00	$ 6,113.00
38	1	1 N/A		EXD06000-00041M-D-MNT	AFP for MVS or z/OS Development - Maintenance	$ 1,230.00	$ 1,230.00
39	1	1 N/A		EXD06000-00041M-P	AFP for MVS or z/OS Production	$ 18,255.00	$ 18,255.00
40	1	1 N/A		EXD06000-00041M-P-MNT	AFP for MVS or z/OS Production - Maintenance	$ 3,705.00	$ 3,705.00
41	1	1 N/A		EXD06000-00054M-D	PDF for MVS or z/OS Development	$ 6,113.00	$ 6,113.00
42	1	1 N/A		EXD06000-00054M-D-MNT	PDF for MVS or z/OS Development - Maintenance	$ 1,230.00	$ 1,230.00
43	1	1 N/A		EXD06000-00054M-P	PDF for MVS or z/OS Production	$ 18,255.00	$ 18,255.00
44	1	1 N/A		EXD06000-00054M-P-MNT	PDF for MVS or z/OS Production - Maintenance	$ 3,705.00	$ 3,705.00
					TOTAL		$ 730,270.00

Prepared Exclusively by Hewlett-Packard Company for the State of California